

*Westie Rescue and Placement of Northern California
(WRAP)
"Forever Homes for All Westies"*

ADOPTION CONTRACT

This contract is made between the Westie Rescue and Placement of Northern California (WRAP) and _____, (the Adopter), on this _____ day of _____, 2016 _____.

I. WESTIE RESCUE AND PLACEMENT OF NORTHERN CALIFORNIA AGREES TO THE FOLLOWING:

- A. To give the Adopter possession and control of a West Highland White Terrier (Westie) identified as _____ for so long as Adopter complies with the terms of this contract.
- B. To give the Adopter any information known about the health and habits of this Westie.
- C. To withhold registration papers, if available.

II. ADOPTER AGREES TO THE FOLLOWING CONDITIONS OF ADOPTION:

- A. To provide this Westie with proper food, fresh water, adequate shelter, love and companionship at all times. To provide necessary exercise either in a fenced area or walked on a leash. To provide indoor quarters for overnight rest and inside quarters for confinement when the Adopter or his/her household members are absent from the home.
- B. To provide proper control and restraint over this adopted Westie and to never allow the Westie to run at large. The Westie will be kept solely as a house pet.
- C. To provide veterinary care and treatment for this Westie when needed including vaccinations, parasite checks, dental care as well as heartworm and flea preventative as recommended by a licensed veterinarian and as required by local and county ordinances.
- D. If not already done, to have this Westie spayed/neutered on or before _____ and to provide WRAP with written certification that this was done.
- E. To ensure that this Westie wears an identification tag, which includes Adopter's name and current phone number at all times. Adopter is additionally encouraged to professionally microchip the Westie.
- F. To comply with all state, county and local laws and ordinances related to the keeping of this Westie including license and leash laws.

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- G. To never subject this Westie to any biological, chemical or psychological experiment or other experimental program. To never use this Westie for breeding or fighting.
 - H. To inform WRAP within 30 days of any address or telephone number change.
 - I. To notify WRAP immediately if this Westie is lost or stolen and to make every effort to locate the Westie.
 - J. To never sell, lease, give away or abandon this Westie to any person, laboratory or business. To never surrender this Westie to an animal shelter, humane society or similar organization.
 - K. To notify WRAP immediately in case of serious illness or injury to this Westie. An attending veterinarian's report shall be furnished to WRAP in the event of the Westie's death.
 - L. To notify WRAP immediately if Adopter, for any reason, is unable to keep this Westie. The adopting family agrees to pay any and all costs associated with returning this Westie to the WRAP. A WRAP representative will assist in rehoming the dog.
 - M. Adopter agrees to notify the WRAP immediately if this Westie is given to another family member. The new owner must be willing to sign a like contract with the WRAP.
- A. To permit a representative of the WRAP to investigate the premises where the animal is kept and to reclaim this Westie on demand, if, in the judgment of the representative, it is not being cared for properly or if the Adopter has not complied with any provision of this contract or if Adopter has misrepresented any facts to the WRAP representative.
 - B. The adopter agrees to stay in contact with WRAP Westie Rescue representatives for at least a period of one (1) year following adoption giving updates on the Westie.
 - C. The adopter agrees to contact the WRAP when the Westie expires.
 - D. To donate an adoption fee in the amount of \$_____ to WRAP. **A donation of \$500-\$1000 is required.** We would love to be able to charge less, however, rescuing dogs is very expensive to get all the needed vet care to ready them for adoption. Once a dog is adopted the dog becomes the financial responsibility of the adopter. Post adoption veterinarian visits may not be counted towards the adoption donation. Thank you so much for supporting WRAP Westie Rescue--forever homes for all Westies.

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- E. The Adopter is aware that:
1. Westies are different from human beings in their response to different stimuli including humans.
 2. The actions of Westies are often unpredictable.
 3. Caution must be exercised when introducing this Westie into new situations.
 4. An adult must monitor all interactions between this Westie and children at all times.
 5. Westies were bred to hunt vermin and may chase animals, bark, dig and perform other hunting or go-to-ground actions and therefore require protection from harm.
 6. WRAP and its representative(s) makes no claims, representations, or warranty, either expressed or implied as to the behavior, temperament, genetic defects or the future health of this Westie.
- F. Adopter accepts possession and title of this animal "as is" and at his/her own risk, and hereby releases and waives any right against WRAP and its representative(s) which Adopter may have now or in the future for any damages to person or property caused by said Westie.

Failure to comply, by Adopter, with any or all of the aforementioned clauses, terms and/or conditions shall result in forfeiture of all rights with regard to this Westie, repossession by the Westie Rescue and Placement of Northern California without refund of donation amount and immediate transfer of physical custody. Adopter shall be responsible for all costs of said repossession, including any and all attorney fees and, in addition, shall forfeit a sum of \$200 to be donated to the WRAP Rescue Fund. Adopter agrees to pay \$1000.00 liquidated damages to the WRAP Rescue Fund, per animal and per clause, for each violation of clause(s) A through S.

GENERAL RELEASE

I/We, the undersigned, voluntarily accept for adoption a Westie from WRAP and agree to be solely responsible for this Westie.

In consideration of the receipt of this Westie known as:

I/We, the undersigned, voluntarily and knowingly execute this Contract and General Release with the expressed intention of affecting the extinguishment of obligations as herein designated.

I/We, the undersigned, with the intention of binding themselves, their heirs, executors, administrators and assigns, do hereby expressly release, discharge, indemnify and hold harmless WRAP, and _____ both individually and as officers, directors, or members of the aforesaid

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organizations and their heirs, executors, administrators, and assigns, from any and all claims, liability, damages, costs, expenses, loss of service, demands, actions, judgments and executions which the undersigned ever had, or has, or may have, or which the heirs, executors, administrators, or assigns of the undersigned may have or claim to have against WRAP, and those specifically named above, created by or arising out of any damage or injury, including but not limited to both personal and property injury or damage, caused by the conduct of the above named Westie on or after the date of this adoption.

THE UNDERSIGNED FURTHER UNDERSTANDS THAT, FOR IF ANY REASON THIS ADOPTION DOES NOT WORK OUT TO THE MUTUAL BENEFIT OF THE DOG AND THE UNDERSIGNED, THE DOG MUST BE RETURNED TO WRAP.

I/We understand that non-compliance with any or all of the terms of this agreement gives the Westie Rescue and Placement of Northern California the right to reclaim this West Highland White Terrier without refund of the adoption fee.

I/We, the undersigned, have read this Contract and General Release and the Conditions of Adoption that are contained herein, accept, understand the terms and agree to abide by all of these terms and hereby voluntarily accept this heretofore mentioned Westie.

I/We execute this Contract and General Release voluntarily and with full knowledge of its significance.

WRAP REPRESENTATIVE:

ADOPTER:

Signature

Signature

Name

Name

Address

Address

City, State, Zip Code

City State, ZIP Code

Phone

Phone